voluntary performance of labor in payment of debt, by the fact that in the latter case, the debtor can elect at any time to break the contract, and no law or force compels performance or a continuance of the service. It would seem, under this definition, that the majority opinion, in the principal case, was correct in deciding that the South Carolina statute attempted to enforce peonage. The statute is, also, repugnant to U. S. Constitution, 14th Amendment, because it clearly discriminates against farm laborers, and is directed toward a single class of citizens abitrarily singled out. *Ex parte Drayton,* supra; *Peonage Cases,* 123 Fed. 671.

CONSTITUTIONAL LAW—INTERSTATE COMMERCE—SHIPMENTS WITHIN A STATE.—The defendant railroad was a road ten miles long with two short branches entirely within the state of Colorado. It received freight from the Union Pacific marked for a point on its line and made out a new bill of lading and made a separate charge for carriage on its line. There was no common arrangement or control between the two roads. The goods came in a continuous passage from Omaha. *Held,* the defendant railroad was engaged in interstate commerce under the Safety Appliance Act (PHILIPS, J., dissenting). *United States* v. *Colorado & N. W. R. Co.* (1907), — C. C. A., 8th Cir. —, 157 Fed. Rep. 321.

The decision is based on two conclusions, (1) that every link in a continuous passage of freight from one state to another is interstate commerce, (2) that interstate commerce as defined in the Interstate Commerce Act of 1887, does not apply to the Safety Appliance Act and necessitate a common arrangement between the carriers. Clearly a carrier which forms a common arrangement with other roads for the transportation of freight between states is engaged in Interstate Commerce, although its operations are confined to one state. *C. N. O. & Tex. Pac. Ry.* v. *Interstate Com. Com.,* 162 U. S. 184, 16 Sup. Ct. 700. *The Daniel Ball,* 10 Wall. 557, seems to control the principal case and decides that no common arrangement is necessary. Judge PHILIPS in dissenting is influenced by the fact that *The Daniel Ball* involved the power of the Federal government over navigable streams. His argument is that the defendant railroad is a local corporation with no joint arrangement with the Union Pacific. It must accept freight from any other railroad or any person. A consignor by marking freight to a point on defendant's line cannot subject defendant to the federal control. See *The Bright Star,* 4 Fed. Cases 1880; *Heiserman* v. *B. C. R. & N. Ry Co.,* 63 Iowa 732; *Fort Worth, etc., Ry.* v. *Whitehead,* 6 Tex. Civ. App. 595; *U. S.* v. *Geddes,* 65 C. C. A. 320, 131 Fed. 452. In support of principal case, see *Houston Direct Nav. Co.* v. *Ins. Co.,* 89 Tex. 1, 32 S. W. 889, 30 L. R. A. 713, 59 Am. St. Rep. 17; *Gulf C. & S. F. Ry Co.* v. *Fort Grain Co.,* (Tex. Civil App.), 72 S. W. 419; *Ex parte Koehler,* 30 Fed. 867; *Augusta S. R. Co.* v. *Wrightsville & T. R. Co.,* 74 Fed. 522. If continuous passage is purposely interrupted to get the advantage of state rates, it is of no avail. *Cutting* v. *Florida R., etc., Co.,* 46 Fed. 641. Where interruption is real the state laws may apply. *Gulf, Colo. & S. F. Ry. Co.* v. *Texas,* 204 U. S. 403, 27 Sup. Ct. 360. For shipments within a state as part of interstate commerce, see note 17 L. R. A. 643; AM. & ENG. ENCY. OF LAW, Vol 17, p. 62; CYC., Vol. 7, p. 417.